

# Exhibit 7

### POLICY RELEASE

WHEREAS, those Certain Underwriters at Lloyd's, London, subscribing to the policy numbered 02HU11B0050 ("Policy 1"), issued to Quality Deer Management Association, Landowners and Hunt Clubs ("QDMA"), which includes as an insured, Ohio Whitetail Adventures ("Ohio Whitetail"). Underwriters received notice of a potential claim against Ohio Whitetail on or about September 5, 2013. Policy 1 provides that hunting clubs are named insureds on property designated and on file with the company. Ohio Whitetail submitted an application for coverage under the QDMA Master policy, and is an insured under the Policy with regard to property designated on the application form; and

WHEREAS, via separate application and processing, those Certain Underwriters at Lloyd's, London,<sup>1</sup> subscribing to the policy numbered 02HU10B0068 ("Policy 2"), issued same to RMK Timberlands Group, which includes as an insured, Mark & Tommy Hunt Club. Underwriters received notice of a potential claim against Ohio Whitetail Adventures on or about September 5, 2013. Policy 2 likewise, provides that hunting clubs are named insureds on property designated and on file with the company. Mark & Tommy Hunt Club submitted an application for coverage under the RMK Master policy, and is insured under the Policy with regard to property designated on the application form; and

WHEREAS, Policy 2 provides the Named Insured RMK Timberlands Group, is a corporation. Accordingly, directors, officers and shareholders of RMK Timberlands Group are also insured. However, Ohio Whitetail is not an officer, director or shareholder of RMK Timberlands Group. No claim has been asserted against Mark & Tommy Hunt Club, or a "member, guest or invitee of Mark & Tommy Hunt Club for conduct "arising from activities and operations of the [Mark & Tommy] Hunt Club"; and

WHEREAS, a draft complaint titled *Brent Russcher, v. Ohio Whitetail Adventures*, Case No: ("the lawsuit"), indicating the lawsuit will be filed in Michigan, in the County of Allegan alleging amongst others, that conduct and activities undertaken by or on behalf of Ohio Whitetail caused Plaintiff Brent Russcher to fall from a tree stand during a hunting trip organized, operated and controlled by Ohio Whitetail on or about January 9, 2011, and that Ohio Whitetail is liable to Plaintiff for bodily injuries and damages as set forth in the lawsuit, was tendered to Underwriters for coverage for Ohio Whitetail; and

WHEREAS, the lease agreement between Mark & Tommy Hunt Club and Scioto Land Company specifically prohibits commercial hunting activities or operations by Licensees of their agents, servants, employees, members or guests, and thus the conduct alleged in the complaint is specifically prohibited by the lease and therefore not a legitimate activity or operation of the hunt club; and

WHEREAS, it has been determined that there is no coverage for Ohio Whitetail, Mark & Tommy Hunt Club, their employees, representatives, agents, members or guests based on a review and analysis of:

<sup>1</sup> The Underwriters subscribing to both Policy 1 and Policy 2 are collectively referred to as "Underwriters" herein.



- a) the allegations of the complaint;
- b) the language, and conditions of Policy 1 and Policy 2;
- c) the statement provided by Earthtouch's representative – Maureen Metcalf;
- d) the recorded statement of Ohio Whitetail's principal and representative – Mark Thompson;
- e) the recorded statement of Mark Thompson – co-owner of the Mark & Tommy Hunt Club;
- f) the recorded statement of Plaintiff, Brent Russcher;
- g) the recorded statements of employee(s) of Ohio Whitetail Adventures;
- h) the recorded statements of witnesses to the January 9, 2011 accident;
- i) Georgia rules of contract interpretation;
- j) Ohio rules of contract interpretation;
- k) South Carolina rules of contract interpretation;
- l) the settlement package forwarded by Plaintiff's counsel, dated August 27, 2013;
- m) the Hunting License Agreement by and between Scioto Land Company/F&W Forestry Services and Mark & Tommy Hunt Club (dated October 1, 2011); and Exhibits thereto; and,

WHEREAS, Underwriters have concluded that Ohio Whitetail, Mark Thompson and Mark & Tommy Hunt Club, their employees, representatives, agents, members or guests are not covered under Policy 1 because the accident occurred at non-insured property. It has also been determined that Ohio Whitetail Adventures is not covered under Policy 2 because it is not an insured under Policy 2. It has been further determined that there is no coverage for Ohio Whitetail, Mark Thompson and Mark & Tommy Hunt Club, their employees, representatives, agents, members or guests under either Policy 1 or Policy 2 because notice of the claim was not provided "as soon as practicable" as required under these Policies; and

WHEREAS, Underwriters, Ohio Whitetail, Mark Thompson, and Mark & Tommy Hunt Club wish to compromise any and all issues relating to coverage under Policy 1 and Policy 2 for the claims asserted against Ohio Whitetail in the lawsuit, and all parties further wish to avoid the costs associated with the institution of a declaratory judgment action; and

WHEREAS, Underwriters, Ohio Whitetail, Mark Thompson, and Mark & Tommy Hunt Club have reached a compromise agreement of any and all disputes or claims that Ohio Whitetail, Mark Thompson and Mark & Tommy Hunt Club might have by which: (1) Underwriters agree to pay Ohio Whitetail Adventures, Mark Thompson as its principal, and Mark & Tommy Hunt Club the sum of Ten Thousand and no/100 (\$10,000.00) Dollars; (2) Ohio Whitetail Adventures, Mark Thompson, and Mark & Tommy Hunt Club agree to a full and complete release of any and all claims under Policy 1 and Policy 2 arising out of the lawsuit, whether known or unknown; (3) Ohio Whitetail Adventures, Mark Thompson, and Mark & Tommy Hunt Club agree that there is no coverage under Policy 1 and Policy 2 for any and all claims arising out of the lawsuit, and that Underwriters do not have a duty to defend and indemnify Ohio Whitetail Adventures, Mark Thompson, and Mark & Tommy Hunt Club for any and all claims arising out of the lawsuit; (4) Ohio Whitetail Adventures, Mark Thompson and Mark & Tommy Hunt Club warrant that they have not assigned any claims against Underwriters to any person or entity, and shall not file any additional lawsuits against Underwriters and/or its

current and former officers, owners, directors, managers, supervisors, agents, and employees in connection with the lawsuit and the claims released by them in this Agreement; and (5) Ohio Whitetail Adventures, Mark Thompson and Mark & Tommy Hunt Club agree, to the extent consistent with applicable law, not to initiate any legal action, charge, lawsuit, or complaint against Underwriters in any forum whatsoever, in connection with the lawsuit and the claims released by him in this Agreement, except that Ohio Whitetail Adventures, Mark Thompson and Mark & Tommy Hunt Club may initiate legal action to enforce this Agreement.

**NOW, THEREFORE, IT IS AGREED:**

**1. Warranties**

- a. That Ohio Whitetail Adventures, Mark Thompson and Mark & Tommy Hunt Club have fully investigated all facts surrounding the various claims, controversies, and disputes, and is fully satisfied with the terms of this Agreement;
- b. That Ohio Whitetail Adventures, Mark Thompson and Mark & Tommy Hunt Club have received independent counsel and advice from their attorneys and have been fully informed and have full knowledge of the terms, conditions, and effects of this Agreement;
- c. That no promise, representation, or inducement has been offered or made except as herein set forth, and this Agreement is executed without reliance upon any statement or representation by or on behalf of the entities hereby released.

**2. Policy Release**

Ohio Whitetail Adventures, Mark Thompson and Mark & Tommy Hunt Club, for and in consideration of the mutual promises and payments recited herein, the receipt and sufficiency of which is hereby acknowledged, do hereby covenant, release and discharge and by these presents does for themselves, their agents, representatives, heirs, executors, administrators and assigns, release and forever discharge said Certain Underwriters at Lloyd's, London, subscribing to policies numbered 02HU11B0050 and 02HU10B0068, their past and present agents, servants, directors, officers, employees, principles, attorneys, insurers, representatives, parents, affiliates, subsidiaries, properties, successors and assigns [hereinafter referred to collectively as the "Released Parties"] of and from all claims, demands, damages, actions, causes of action or suits in law or in equity, third party claims, whether sounding in tort, contract or statute, of whatsoever kind or nature for or because of any matter or thing done, omitted or suffered to be done by said Released Parties arising out of the claims asserted against Ohio Whitetail and Mark Thompson in the lawsuit, including all potential claims against any other unnamed party(ies).

It is expressly understood that this Policy release represents a full and complete release of any and all claims being or could be asserted by or against Ohio Whitetail Adventures, Mark Thompson and Mark & Tommy Hunt Club, for any conduct undertaken by or on behalf of Ohio Whitetail with regard to the hunting accident of January 9, 2011, involving Brent Russcher, for



which Ohio Whitetail, Mark Thompson and Mark & Tommy Hunt Club were seeking coverage under Policy 1 and Policy 2, or which might or could have been asserted under these Policies, seeking to recover against Ohio Whitetail and Mark Thompson, or the employees, servants, representatives or agents of Ohio Whitetail and Mark Thompson, based on the hunting trip organized, controlled and directed by Ohio Whitetail and Mark Thompson as owner of Ohio Whitetail, which resulted in the accident that is the subject of the lawsuit, whether such claims or expenses are presently known or unknown or later discovered, realized or ascertained, and that this Release shall be a full and complete bar to any subsequent claim, demand or action against the Released Parties, whether in contract, tort or under a statute, for any claim arising out of any event under the term of Policy 1 and Policy 2 described above.

### 3. No Collateral Agreements

There are no collateral or outside agreements of any kind between those Certain Underwriters at Lloyd's, London, subscribing to policies numbered 02HU11B0050 and 02HU10B0068, and Ohio Whitetail Adventures and Mark Thompson, and that the mutual promises and consideration recited herein are in full accord and satisfaction of disputed claims under Policy 1 and Policy 2.

### 4. No Liability Admitted

That this Agreement is a compromise and settlement of a disputed matter and is intended merely to terminate the controversy between the parties and to avoid further litigation or disputes between them and is not to be construed to be an admission of coverage under the Policy for the disputed matters on the part of the parties hereby released. Provided however, it is expressly acknowledged, understood, and agreed by all the parties, and is a condition of this settlement, that this Release does not, and shall under no circumstances be construed as, enlarging the obligations of those Certain Underwriters at Lloyd's, London, subscribing to policies numbered 02HU11B0050 and 02HU10B0068 under these Policies beyond the specific terms, exclusions and conditions set forth in the above referenced Policies, including, Underwriters' right to raise any issue or defense arising under the specific terms, exclusions and conditions of Policies numbered 02HU11B0050 and 02HU10B0068, or any other contract between the parties, concerning any claim other than that which is the subject of the lawsuit and released under this Agreement, is hereby expressly reserved.

### 5. Confidentiality

Except as provided herein, all parties mutually agree to keep this Agreement confidential and agree that it shall remain confidential, meaning they will not provide any information regarding this settlement to any individual or entity whatsoever. Except as provided herein, the parties agree not to initiate any communication to any person or media regarding the fact of settlement or any aspect of this Agreement. Except as provided herein, in response to unsolicited inquiries from others regarding this settlement, they agree to confine any response to the following: "The matter was resolved by mutual agreement between the parties." This confidentiality agreement excludes any communication required by law or legal process. This provision does not apply to matters which the parties may be required to disclose on applications

and related forms for insurance or which the parties may be required to disclose in the ordinary course of business. The parties also may disclose this Agreement to their respective employees (as necessary), agents, officers, directors, shareholders, counsel, financial and tax advisors, auditors and insurance regulators who are also bound by this confidentiality provision.

6. **Miscellaneous Provisions**

a. **Additional Instruments**

That the parties will execute and deliver such other and further instruments as may be necessary to implement fully the terms of this settlement.

b. **Binding Effect**

That this settlement shall inure to the benefit of and be binding upon Ohio Whitetail Adventures, Mark Thompson and Mark & Tommy Hunt Club, and their representatives, agents, successors, heirs at law, administrators, executors, personal representatives, successors, subrogees, assigns, grantees, devisees, estates, and properties.

c. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflict of laws principles to the extent that such principles would require the application of laws other than the laws of the State of Georgia. Venue for any action brought hereunder shall be solely and exclusively in the district court for Fulton County, Georgia, and the parties hereto waive any claim that such forum is inconvenient.

d. **Invalid Provisions**

That if, after the date hereof, any provision of this settlement is held to be invalid or unenforceable under present or future laws, such provision shall be fully severable.

e. **Entire Agreement**

This settlement agreement constitutes the entire agreement among the parties pertaining to the subject matter contained herein.

f. **Amendment**

This settlement agreement shall not be modified or amended except by an Instrument in writing signed by all of the parties.

- g. It is expressly acknowledged that this Agreement arose as the result of arms-length negotiations by and among all the parties hereto. As a result, any ambiguity or uncertainty is not to be construed against the party whose counsel prepared this Agreement on the grounds that such party's representatives drafted this Agreement.

IN WITNESS WHEREOF, OHIO WHITETAIL ADVENTURES, AND ITS PRINCIPAL MARK THOMPSON, AND MARK & TOMMY HUNT CLUB HAVE COMPLETELY READ THE TERMS OF THIS SETTLEMENT AGREEMENT AND FULLY UNDERSTANDS THEM AND VOLUNTARILY ACCEPT THEM FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE, ADJUSTMENT AND SETTLEMENT OF ALL CLAIMS, DISPUTED OR OTHERWISE, ON ACCOUNT OF THE MATTERS AND THINGS ABOVE MENTIONED.

FOR: Ohio Whitetail Adventures

Ohio Whitetail Adventures  
Its Authorized Representative

FOR: Mark & Tommy Hunt Club

Mark & Tommy Hunt Club  
Its Authorized Representative

Mark Thompson  
Mark Thompson

SWORN TO AND SUBSCRIBED BEFORE ME  
this 9 day of March, 2014.

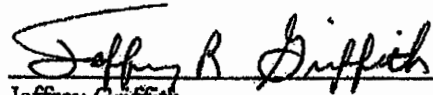
William J. [Signature]  
Notary Public for Ohio

My Commission Expires: 7-28-2018

(SEAL)

**CERTIFICATE OF COUNSEL FOR OHIO WHITETAIL, MARK THOMPSON AND  
MARK & TOMMY HUNT CLUB**

The undersigned hereby certifies that he has acted as attorney for Ohio Whitetail, Mark Thompson, and Mark & Tommy Hunt Club with respect to the matters set out and described in the foregoing Release; that he has read the same and has fully explained the terms and effect thereof to Mr. Thompson, the principal and authorized representative of Ohio Whitetail and licensee/co-owner of Mark & Tommy Hunt Club; and that he has approved same for execution by Mr. Thompson and a duly authorized representative of Ohio Whitetail and Mark & Tommy Hunt Club this 7<sup>th</sup> day of March, 2014, in Vinton County, Ohio.



Jeffrey Griffith

Attorney for Ohio Whitetail Adventures  
and Mark Thompson